



**SOLICITATION NO. 98-SI-30-12390  
TOTAL SMALL BUSINESS SET-ASIDE**

**FURNISH ROTATING & STATIONARY  
WEARING RINGS FOR  
GENERATOR UNITS A-3 & A-4**

**HOOVER DAM POWERPLANT**

**BOULDER CANYON PROJECT  
NEVADA**

**LOWER COLORADO REGIONAL OFFICE  
BOULDER CITY, NEVADA**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**1998**

# ***BID SUBMITTAL INFORMATION***

Before sealing your bid in the mailing envelope, please take a moment to check the following:

- \_\_\_\_\_ In Section A (Standard Form 33), is it completely filled out?
  - \_\_\_\_\_ Have you called the Contracting Office at (702) 293-8588 to verify the number of Amendments that have been issued (if any)?
  - \_\_\_\_\_ Have you acknowledged all Amendments?
  - \_\_\_\_\_ Have you signed and dated your offer in Blocks 17 and 18?
  
- \_\_\_\_\_ In Section B (Prices/Costs), is it completely filled out?
  - \_\_\_\_\_ Are the unit prices extended correctly?
  - \_\_\_\_\_ Is the total for the schedule correct?
  - \_\_\_\_\_ Have you initialed all changes and erasures?
  
- \_\_\_\_\_ In Section F (Deliveries or Performance), have you provided a delivery schedule that meets the Government schedule?
  
- \_\_\_\_\_ In Section G (Contract Administration Data), have you furnished all contract administration data required?
  
- \_\_\_\_\_ In Section K (Certifications & Representations), is it completely filled out?
  - \_\_\_\_\_ Have you provided a list of all contracts performed within the last year, including names and phone numbers of contacts?
  
- \_\_\_\_\_ If mailing your bid using the U.S. Postal Service:
  - \_\_\_\_\_ Have you obtained a hand-canceled receipt from the Post Office showing the date and time of mailing?
  
- \_\_\_\_\_ If mailing your bid by other than the U.S. Postal Service:
  - \_\_\_\_\_ Have you allowed sufficient time for the bid to be received?
  - \_\_\_\_\_ Have you used our street address of Bureau of Reclamation, Lower Colorado Region, 400 Railroad Avenue, Boulder City, Nevada 89005?

The above list contains items frequently overlooked by bidders. These items should be carefully considered by bidders to ensure timely receipt of bids and bid responsiveness. Please note that this list is not comprehensive. Bidders are cautioned to carefully review the solicitation and all instructions contained therein. If you have questions regarding any of the above, please contact Caryn Rotheim at telephone No. (702) 293-8588 or e-mail address [crotheim@lc.usbr.gov](mailto:crotheim@lc.usbr.gov).

FURNISH ROTATING & STATIONARY WEARING RINGS FOR  
GENERATOR UNITS A-3 & A-4  
HOOVER DAM POWERPLANT

BOULDER CANYON PROJECT  
NEVADA

FOREWORD

The work to be performed under this solicitation consists of furnishing and delivering two of each of the following items, for a total quantity of eight:

- (a) Centrifugally cast one-piece upper rotating Stainless Steel wearing rings; and
- (b) Centrifugally cast one-piece lower rotating Stainless Steel wearing rings;
- (c) Centrifugally cast one-piece upper stationary Nickel-Aluminum Bronze wearing rings; and
- (d) Centrifugally cast one-piece lower stationary Nickel-Aluminum Bronze wearing rings for generator turbine runners.

The items are not required to be installed under these specifications. Installation will be performed by Government personnel during the next regularly scheduled maintenance outage for these generators.

The work is located at Hoover Dam, which is approximately seven miles northeast of Boulder City, Nevada, and 32 miles from Las Vegas, Nevada, in Clark County, Nevada.

**PROSPECTIVE BIDDERS ARE ENCOURAGED TO VISIT THE SITE PRIOR TO SUBMITTING A BID.**

**PROSPECTIVE BIDDERS DESIRING TO VISIT THE PROJECT SITE SHOULD CONTACT MR. CHUCK WILEY, MECHANICAL ENGINEER, LOWER COLORADO DAMS FACILITIES OFFICE, BOULDER CITY, NV; TELEPHONE (702) 293-8314.**

**FOR DATE AND PLACE OF BID OPENING, SEE "SOLICITATION, OFFER AND AWARD," STANDARD FORM 33, IMMEDIATELY FOLLOWING THE "TABLE OF CONTENTS."**

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<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE 8 OF 56 PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 98-SI-30-12390		4. TYPE OF SOLICITATION [ X ] SEALED BID (IFB) [ ] NEGOTIATED (RFP)		5. DATE ISSUED 08/13/98		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY <b>BUREAU OF RECLAMATION LOWER COLORADO REGION P.O. BOX 61470 BOULDER CITY, NEVADA 89006-1470</b>			CODE LC-3114		8. ADDRESS OFFER TO (If other than Item 7) <b>IF OFFER IS EXPRESS MAILED, DELIVER TO:</b> <b>BUREAU OF RECLAMATION 400 RAILROAD AVENUE BOULDER CITY NV 89005</b> <i>(IF OFFER IS HAND CARRIED SEE ITEM 9)</i>				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>  0  </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if HAND CARRIED, in the depository located in <b>Room AA-107 of the Annex Building, Nevada Highway &amp; Park Street, Boulder City, Nevada 89005</b> until <b>2:00 p.m.</b> local time <b>September 14, 1998</b> .									
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME <b>Sherry Gossett</b>			B. TELEPHONE (NO COLLECT CALLS) AREA CODE (702) NUMBER 293-8653 EXT.			C. E-MAIL ADDRESS <a href="mailto:sgossett@lc.usbr.gov">sgossett@lc.usbr.gov</a>	
<b>11. TABLE OF CONTENTS</b>									
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✓	H	SPECIAL CONTRACT REQUIREMENTS		N/A					
<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM 24	
24. ADMINISTERED BY (If other than Item 7) <b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470</b>			CODE LC-3114		25. PAYMENT WILL BE MADE BY <b>Bureau of Reclamation, Reclamation Service Center Finance and Accounting Services P.O. Box 25508 Denver CO 80225-0508</b>			CODE D-7734	
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable					STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR 48 CFR 53.214(c)				

PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 WBR 1452.214-908 THE REQUIREMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

- (a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.
- (b) Bidders are cautioned to carefully review the bid submission requirements contained in Section L. Failure to comply with these requirements may result in a bid being declared nonresponsive.
- (c) Bids will be considered for award on the Schedule in Paragraph B.2, but no bid will be considered for award for only a part of the schedule. Bids for only a part of the schedule will be considered nonresponsive and will be rejected.
- (d) Bidders shall complete the bidding schedule in Section B and furnish any additional information required in Section B, as applicable.
- (e) No drawings or descriptive literature are required to be submitted with the bid.

## B.2 THE SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY AND UNIT	UNIT PRICE	TOTAL PRICE
1.	Furnish Centrifugally Cast One-piece Upper Rotating Stainless Steel Wearing Rings (138.85 inches Minimum Outside Diameter)	2 each	\$_____	\$_____
2.	Furnish Centrifugally Cast One-piece Lower Rotating Stainless Steel Wearing Rings (134.85 inches Minimum Outside Diameter)	2 each	\$_____	\$_____
3.	Furnish Centrifugally Cast One-piece Upper Stationary Nickel Aluminum Bronze Wearing Rings (141.25 inches Minimum Outside Diameter)	2 each	\$_____	\$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY AND UNIT	UNIT PRICE	TOTAL PRICE
4.	Furnish Centrifugally Cast One-piece Lower Stationary Nickel Aluminum Bronze Wearing Rings (137.25 inches Minimum Outside Diameter)	2 each	\$_____	\$_____
			TOTAL	\$_____

**B.3 WBR 1452.214-906 BIDDING SCHEDULE COMPLETION INSTRUCTIONS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)**

NOTE OF CAUTION TO BIDDERS: When completing the bid schedule, the price entered in the "Amount" column shall be the mathematical product of the quantity multiplied by the unit price. Rounding up or down is not permitted. If a price entered in the "Amount" column has been rounded, the Contracting Officer will correct such amount, pursuant to the bid preparation provision(s) in Section L for the purposes of determining the apparent low bidder, and any such corrections will appear on the contract award document.

## SECTION C - DESCRIPTION/SPECIFICATIONS

### SUBSECTION C.1--GENERAL REQUIREMENTS

#### C.1.1. GENERAL REQUIREMENTS

It is required that there be furnished and delivered complete in accordance with the contract provisions and clauses, these specifications, hereof, the Wearing Rings for the Generator Turbine Runners, Hoover Dam Powerplant, Boulder Canyon Project, Arizona - Nevada.

The sets of Wearing Rings being furnished under these specifications are required for Generators A-3 and A-4 at the above-named installation which is located about 8 miles northeast of Boulder City, Nevada, in Clark County, Nevada.

The warehouse delivery site is situated approximately 7 miles northeast of Boulder City, Nevada, in Clark County, Nevada.

The material or equipment is not required to be installed under these specifications. Installation will be by Government personnel during the next regularly scheduled maintenance outage for these generators.

#### C.1.2. DESCRIPTION OF THE WORK

The work to be performed consists of fabricating appropriate size molds or forms for the casting of centrifugally cast one-piece wearing rings.

The rotating wearing rings shall be CF-8 Stainless Steel as per ASTM A743 (1995), *Standard Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant for General Application*.

The stationary wearing rings shall be C955 Nickel-Aluminum Bronze as per ASTM B271 (1996), *Standard Specification for Copper-Based Alloy, Centrifugal Castings*.

All castings shall be oversized and shall be machined to an approximate size prior to shipment to the Bureau of Reclamation. Final machining to the final dimensions will be performed by Government personnel.

#### C.1.3. SUBMITTAL REQUIREMENTS

a. General. - The Contractor shall furnish all materials and perform all work required for furnishing submittals to the Government, in accordance with this paragraph, Table 1A - List of Submittals, and the requirements in the provisions, clauses, and paragraphs of this contract.

The word "submittals" shall be interpreted to include drawings, data, manuals, certifications, test reports, curves, samples, color chips or charts, brochures, and other items furnished by the Contractor for approval, informational, or other purposes.

b. List of submittals. - Table 1A - List of Submittals lists the submittals required by this contract except those submittals which are required conditionally, required by entities other than the Bureau of Reclamation, or which are periodic in nature. Any submittal required to be submitted by the Contractor, but which is not listed in the table, shall be submitted in accordance with the applicable requirements of this contract. In case of a conflict between the requirements of this paragraph and the requirements included elsewhere in this contract, the requirements elsewhere shall take precedence over the requirements contained in this paragraph.

c. Submittals.--Each item in Table 1A (List of submittals) has been assigned an RSN (Required Submittal Number). The "Submittals required" column of the table specifies the material to be submitted for each RSN. All of the material specified for an RSN will be considered a complete set; and where the material required for an RSN is specified as separate or distinguishable parts, a complete set shall include all parts. Only complete sets shall be submitted.

The number of complete sets to be submitted, and the location to which they are to be sent, shall be in accordance with the "No. of sets to be sent to:" column of the table, except as provided below for sets of original material.

When an RSN involves submittal of original (non-copied) material, all original material, or as much thereof as is necessary to form a complete set, shall be included in just one complete set. This "originals" set shall be sent to the proper address, given in subparagraph e. below, as determined by the "Responsible code" column of the table and the following:

- (1) CO indicates Contracting Officer.
- (2) CE indicates Construction Engineer.

The "originals" set shall be counted as one of the complete sets required to be submitted under the "No. of sets to be sent to:" column of the table.

For each RSN, the Contractor shall submit complete sets of required submittal material under the cover of a transmittal letter. At the Contractor's option, complete sets for more than one RSN may be submitted under cover of the same transmittal letter, provided they have the same responsible code designation as shown in the table. The Contractor's transmittal letter shall include:

- (1) Reference to Bureau of Reclamation contract number and title.
- (2) Identification of responsible code as shown in the table.
- (3) Complete list of RSN(s) for which material is being submitted.
- (4) For each RSN, number of complete sets and list of materials included.
- (5) For each RSN, identification of the submittal as an initial submittal or a resubmittal.

d. Review of submittals furnished for approval.--The time required for review of each submittal or resubmittal furnished under an RSN for approval will not begin until the Government receives complete sets of all the submittal materials required for that particular RSN. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date the drawings or data are received by the Government, and will extend through the date of return mailing to the Contractor.

Except as otherwise provided in the specifications for specific submittals, the Government will require 20 calendar days for review of each submittal or resubmittal furnished by the Contractor for approval, and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision.

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for completion of the work affected by such excess time, to the extent it is demonstrated that the excess time caused delay. If the Government's review of two or more separate submittals or resubmittals is late and results in concurrent days of excess time, such days will be counted only once in computing an extension of the completion date. Further, if the Contractor fails to make complete approval submittals in the sequence and within the time periods specified in this contract, and thus precludes the Government from approving or considering for approval such submittals within the specified calendar day period, then the Contractor shall not be entitled to an extension of time allowed for completion of the work.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision data. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals which are to be resubmitted shall be resubmitted by the Contractor within 20 calendar days after the Contractor has received the Government's comments.

e. Addresses.--The Contractor shall send the submittals to the applicable addresses listed below as required by Table 1A (List of Submittals).

The Contractor shall also send a copy of the transmittal letter to each of the addresses listed below that are not sent the submittal.

Submittals shall be sent as required by Table 1A (List of Submittals) to:

(1) Contracting Officer, Bureau of Reclamation, Attention: LC-3114, P.O. Box 61470, Boulder City NV 89006-1470

(2) Construction Engineer, Bureau of Reclamation, Attention: LCD-2000, P.O. Box 60400, Boulder City NV 89006-0400

Table 1A - List of Submittals

RSN	Item	Reference paragraph or clause	Responsible code	Submittals required	No. of sets to be mailed to:*		Due date or delivery time
					CO	CE	
C1	Payment (Electronic Funds Transfer)	52.232-28	CO	Payment information (SF-3881)	1	0	After award, but not later than 14 calendar days prior to submission of the first invoice
C2	Release of Claims	DOI 1452.204-70	CO	Release of claims (DI-137) against United States	1	0	After completion of work and prior to final payment
C3	Warranty	LCR 1452.246-902	CO	Warranty	1	0	Prior to final payment
M1	Metallurgical Properties	C.3.1	CE	Test report	0	3	Within 14 calendar days of completion of the castings and prior to shipment
D1	Shipping Provisions	D.2	CE	Packing Lists and Shipping notification of expected arrival date/time	1	2	7 days prior to shipping

\*CO indicates Contracting Officer, and CE indicates Construction Engineer. For mailing addresses, see subparagraph entitled "Addresses" of paragraph entitled "Submittal Requirements."

f. Cost.--Unless otherwise specified, no separate payment will be made for preparing and furnishing submittals to the Government, and the cost thereof shall be included in the prices offered in the schedule for the applicable items of work requiring the submittals or other items of work.



## SUBSECTION C.2--MATERIALS AND WORKMANSHIP

### C.2.1. MATERIALS AND WORKMANSHIP - RECLAMATION

a. Materials.--Unless otherwise stated in these specifications, all materials used in the construction of the equipment shall be new and of the highest standard commercial quality as normally used for this type of equipment, considering strength, ductility, durability, best engineering practice, and the purpose for which the equipment is to be used.

Except as specified, materials shall conform to Federal specifications or standards, or, if there are no applicable Federal specifications, materials shall conform to the specifications or standards of ANSI (American National Standards Institute), ASTM (American Society for Testing and Materials), ASME (American Society of Mechanical Engineers), AWS (American Welding Society), or other nationally recognized standards organization. If the Contractor proposes to deviate from, or to use materials not covered by, the aforementioned specifications and standards, the Contractor shall submit, for approval, the justification for and exact nature of the deviation, and complete specifications for the materials proposed for use.

b. Workmanship. - The Contractor shall be responsible for the accurate manufacture and fabrication of materials in accordance with best modern practice and the requirements of these specifications, notwithstanding minor errors or omissions therein. All work shall be performed by mechanics skilled in their various trades.

Welding shall be performed only by properly qualified welders and in accordance with the best welding practice. Cracks and other defects disclosed when castings are cleaned or during machining operations shall be chipped to sound, clean metal before any repairs are made. If the removal of metal to uncover a crack or defect reduces the stress-resisting cross section of the casting to such an extent that the computed unit stress in the remaining metal is more than 30 percent in excess of the allowable stress, the casting may, at the option of the Contracting Officer, be rejected.

Castings requiring welding repairs at any stage of manufacture after the first annealing, shall be stress relieved, unless otherwise permitted by the Contracting Officer. Castings shall not be warped or otherwise distorted. The structure of the castings shall be homogeneous and free from excessive nonmetallic inclusions. An excessive segregation of impurities or alloys in a casting will be cause for its rejection.

### C.2.2. MATERIALS TO BE FURNISHED BY THE CONTRACTOR

a. General. -- The Contractor shall furnish all labor, materials, equipment, instruments, and tools required in connection with the manufacture and testing of the generator thrust bearing oil coolers. When a separate item which includes the furnishing of any material is provided in the schedule, the cost of furnishing, hauling, storing, and handling shall be included in the price bid for that item. When a separate item is not provided in the schedule for furnishing any material required to be furnished by the Contractor, the cost of furnishing, hauling, storing, and handling shall be included in the price bid for the work for which the material is required.

The Contractor shall bear all cost of transporting all generator thrust bearing oil cooler materials from the Contractor's shipping point or points to the point of destination (either delivery dock or delivery storage area) at the Bureau of Reclamation's Central Warehouse.

The Contractor shall be responsible for all materials requiring special handling and storage conditions during shipment, including controlling the effects of temperature, humidity, dust, or any other atmospheric conditions that may adversely affect the thrust bearing oil coolers.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. The Contractor shall make diligent effort to procure the specified materials from any and all sources, but where because of Government priorities or other causes, materials required by these specifications become unavailable, substitute materials may be used: Provided that no substitute materials shall be used without prior written approval of the Contracting Officer, said written approval to state the amount of the adjustment, if any, to be made in favor of the Government. The Contracting Officer's determination as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. If the substitute materials approved are of less value to the Government or involve less cost to the Contractor than the materials specified, an adjustment shall be made in favor of the Government, and where the amount involved or the importance of the substitution warrants, a deductive modification to the contract will be issued. No payments in excess of prices bid in the schedule will be made because of substitution of one material for another or because of the use of one alternate material in place of another.

b. Inspection of materials. -- Materials furnished by the Contractor which will become a part of the completed work shall be subject to inspection in accordance with the clause 52.246-2, "Inspection of Supplies - Fixed-Price." To allow sufficient time to provide for inspection, the Contractor shall submit to the Contracting Officer, at the time of issuance, copies in triplicate of purchase orders, including drawings and other pertinent information, covering materials on which inspection will be made as advised by the Contracting Officer, or shall submit other evidence in the event such purchase orders are issued verbally or by letter.

The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not be construed as being conclusive as to whether the materials and equipment conform to the contract requirements under the clause 52.246-2, entitled "Inspection of Supplies - Fixed-Price," nor shall the Contractor be relieved thereby of the responsibility for furnishing materials meeting the requirements of these specifications. Acceptance of all materials will be made only at the point of delivery.

(1) Submittals. -

Manufacturer's product data sheets and certifications of all materials shall be submitted in accordance with this paragraph and paragraph C.1.3 (Submittal Requirements). Each submittal shall be identified with the material specifications, the batch or lot represented, the quantity ordered, and the Bureau of Reclamation solicitation number.

(a) Manufacturer's product data sheet. - Product data sheet shall include the composition of the materials, physical characteristics, and system used for attaining tolerances performance requirements.

(b) Manufacturer's method of measurement data sheet. - Application data sheet shall include the method, acceptable methods of casting and machining process.

(c) Certification. - Manufacturer's certification shall be furnished for all related materials for each type, batch, and lot of material.

The certification shall state that the material is of the same composition as material which previously has been found to comply with these specifications.

The Contractor shall be responsible for the accuracy of all certifications or data contained therein whether submitted by the Contractor, a manufacturer, a supplier, a subcontractor, or others.

### C.2.3. REFERENCE SPECIFICATIONS AND STANDARDS

Materials, Contractor design, fabrication work, and other requirements which are specified by reference to Federal Specifications, Federal Standards, or other standard specifications or codes shall be in compliance with dates specified in these specifications. In the event of conflicting requirements between a referenced specification, standard, or code and these specifications, these specifications shall govern.

Unless otherwise specified, all materials that will become a part of the completed work shall be new and shall conform to the Federal or other specifications and standards referred to herein. Where reference specifications numbers are designated throughout these specifications, they refer to Federal Specifications unless otherwise noted. In the event that the materials are not covered by Federal or other specifications, the materials furnished shall be of standard commercial quality. Where types, grades, or other options offered in the reference specifications are not specified in these specifications, the material furnished will be acceptable if it is in accordance with any one of the types, grades, or options offered and is most suitable for the purpose intended.

Copies of many of the Federal Specifications and Standards may be examined at the office of the Bureau of Reclamation, Denver Office, Building 67, Denver Federal Center, West Sixth Avenue and Kipling Street, Denver, Colorado. Single copies of Federal Specifications and standards may be obtained without charge from any one of the General Services Administration Business Service Centers. See the provision at FAR 52.211-1, entitled "Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions."

Bureau of Reclamation Specifications and Standards may be obtained from the Bureau of Reclamation, Attn: D-8170, PO Box 25007, Denver CO 80225. This address may also be used to order the various manuals and standard specifications printed, reprinted, or published while

the Bureau of Reclamation was officially named the Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof shall be considered synonymous with the Bureau of Reclamation.

Addresses for obtaining some industrial and governmental (other than Federal and Bureau of Reclamation specifications and standards) specifications, standards, and codes are listed in the provision at FAR 52.211-3, entitled "Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions."

The Contractor shall maintain at place of manufacture, a copy of all specifications, standards, codes, manuals, and other documents that are referenced in these specifications and that are pertinent to the materials being installed or work proceeding at that time. These shall be available for use by the Contracting Officer and the Contracting Officer's representatives.

#### C.2.4. WELDING

At the option of the Contracting Officer, minor cracks and other defects in the centrifugally cast one-piece wearing rings shall be repaired by the Contractor by welding. Welding method, welding procedures, welder qualifications, and welding operators shall be in accordance with Section IX, Part QW of the ASME Boiler and Pressure Vessel Code (1995).

## SUBSECTION C.3--TECHNICAL REQUIREMENTS

### C.3.1. Turbine Runner Wearing Rings

#### a. General.--

Each generator will require stainless steel upper and lower rotating wearing rings. The upper and lower rotating wearing rings will be securely attached to the stainless steel turbine runner and will be considered as moving parts. The rotating wearing rings shall be attached to the runner by shrink fit. A suitable shoulder shall be provided on the wearing ring to mate with a recess in the runner. Bolts, dowels, or hold-down rings will not be permitted.

Each generator will require nickel-aluminum-bronze upper and lower stationary wearing rings. The stationary wearing rings shall be fastened in place with nickel-aluminum-bronze bolts furnished by the Contractor. Wearing rings fastened to a steel retainer ring by means of a caulking strip are unacceptable.

The wearing rings shall be furnished oversize. Final machining of the wearing ring clearance surfaces will be done in the field by the Government to assure the correct clearance between the stationary and rotating wearing rings. Final milling will be performed at Hoover Dam using a 10'-16' Cincinnati Extension-Type Vertical Boring Mill.

#### b. Materials.--

The rotating wearing rings shall be CF-8 Stainless Steel as per ASTM A743 (1995) -- *Standard Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant for General Application*. The centrifugally cast, one piece stainless steel rotating wearing rings shall have a ductility of 20 percent or greater. The rotating wearing rings shall be checked for defects using nondestructive test examinations and shall be repaired by government approved method. As a final procedure, the stainless steel wearing rings shall be passivated.

The stationary wearing rings shall be C955 Nickel-Aluminum Bronze as per ASTM B271 (1996) -- *Standard Specification for Copper-Based Alloy, Centrifugal Castings*. Ductility shall be 15 percent or greater. In addition, the aluminum content shall be 10.5 percent to reduce hardness and brittleness. The nickel-aluminum-bronze stationary wearing rings shall be heat treated, temper annealed to fix the grain, reduce warpage, eliminate brittleness or cracking and reduce intergranular pitting by cavitation. No substitute material is acceptable.

#### c. Dimensions.--

To assure that the dimensions listed in the table below can be attained, the wearing rings shall be measured from a common center point to obtain the radii and diameter.

Each of the wearing rings shall have threaded ½-inch holes for lifting eye bolts at 90 degree intervals on the top of the ring.

WEARING RING	MAXIMUM INSIDE DIAMETER	MINIMUM OUTSIDE DIAMETER	HEIGHT
Upper Rotating Stainless Steel Wearing Ring	136.00 inches	138.85 inches	6.00 inches
Lower Rotating Stainless Steel Wearing Ring	132.00 inches	134.85 inches	6.00 inches
Upper Stationary Nickel-Aluminum-Bronze Wearing Ring	138.25 inches	141.25 inches	7.50 inches
Lower Stationary Nickel-Aluminum-Bronze Wearing Ring	134.25 inches	137.25 inches	7.50 inches

d. Tolerances.--

The flat surface at the top and bottom of the wearing rings shall not be more than 1/8-inch out of plane.

The surface finish of the rotating and stationary wearing rings shall not exceed the maximum surface roughness in accordance with ANSI B46.1 (1995) -- *Surface Texture (Surface Roughness, Waviness, and Lay)*, with 125 for all surfaces.

e. Submittals.--The Contractor shall submit test reports which give metallurgical (material and chemical) properties of the metals used to fabricate the rotating and stationary wearing rings. The test reports shall include a comparison of Brinell Hardness on the same scale for both metals. Three copies of the metallurgical test reports shall be mailed to the Construction Engineer, Bureau of Reclamation, Attention: LCD-2000, P.O. Box 60400, Boulder City, NV 89006-0400. The test reports shall be submitted within 14-calendar days of completion of the castings and prior to shipment of completed castings.

f. Inspection.--Onsite inspection of the factory and observation during the casting and machining process will be made by Charles Wiley, Chief Mechanical Engineer, Hoover Dam. The Contractor shall notify Mr. Wiley by telephone at (702) 293-8314 once the casting dates have been determined so that sufficient travel arrangements can be made.

The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not be construed as being conclusive as to whether the materials and equipment conform to the contract requirements under the clause 52.246-2, entitled "Inspection

of Supplies - Fixed-Price," nor shall the Contractor be relieved thereby of the responsibility for furnishing materials meeting the requirements of these specifications. Acceptance of all materials will be made only at the point of delivery.

g. Payment.--Payment for centrifugally casting the upper and lower rotating stainless steel wearing rings will be made at the respective unit prices bid therefor in the schedule, which price shall include the cost of materials, equipment, labor, incidentals, casting forms, machining to tolerances, and packaging and shipping of the final products to Hoover Dam.

## SECTION D - PACKAGING AND MARKING

### D.1 WBR 1452.247-901 SHIPPING PROVISIONS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Delivery point. - Offers shall be on the basis of delivery (f.o.b.) at the destination stated in the schedule. The Contractor shall unload the wearing rings and place them in the area at the Central Warehouse yard, as directed.

All materials and equipment shall be shipped on commercial bills of lading, and the cost of transportation from the shipping point or points to the destination shall be paid by the Contractor and included in the lump-sum price offered in the schedule. The Contractor shall be responsible for all damage in transit to the destination.

Proper precautions shall be taken with the wearing rings and other sensitive devices to prevent damage during shipment.

(b) Packing lists and shipping notification. - For all shipments made under this contract, the Contractor shall provide itemized packing lists enumerating the specific contents of each shipping container, as follows:

(1) One copy to accompany each shipment of the equipment.

(2) One copy shall be submitted to the Bureau of Reclamation, Attn: LC-3114, P.O. Box 61470, Boulder City NV 89006-1470.

(3) Two copies shall be submitted to the Bureau of Reclamation, Lower Colorado Dams Facilities Office Construction Engineer (Attn: LCD-2000), P.O. Box 60400, Boulder City NV 89006-0400.

At the time of shipment of the equipment, the Contractor shall notify the Bureau of Reclamation, Lower Colorado Dams Facilities Office, Construction Engineer (LCD-2000) of the expected arrival time of each shipment at the destination. In addition, the Contractor shall instruct the transporting agency to notify the same official when such shipment has arrived at the destination.



## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

52.246-2 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

## E.2 WBR 1452.223-80 ASBESTOS-FREE WARRANTY--BUREAU OF RECLAMATION (OCT 1992)

(a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

## E.3 1452.246-902 MOST PREFERRED CUSTOMER WARRANTY REQUIREMENTS--BUREAU OF RECLAMATION-LOWER COLORADO REGION (NOV 1996)

(a) The Contractor shall furnish the manufacturer's warranty offered to the Contractor's best and most valued customers for the following equipment to be furnished under the contract:

- (1) Upper Rotating Stainless Steel Wearing Rings (2 each)
- (2) Lower Rotating Stainless Steel Wearing Rings (2 each)
- (3) Upper Stationary Nickel Aluminum Bronze Wearing Rings (2 each)
- (4) Lower Stationary Nickel Aluminum Bronze Wearing Rings (2 each)

(b) The written warranty furnished by the manufacturer shall be submitted as prescribed in the specifications paragraph "Submittal Requirements."

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

52.247-34 F.O.B. DESTINATION (NOV 1991)

## F.2 52.211-8 TIME OF DELIVERY (JUN 1997) ALTERNATE III (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
Item Nos.	Quantity	Within Days After the Date of Receipt of a Written Notice of Award
1.	2 ea	105 Calendar Days
2.	2 ea	105 Calendar Days
3.	2 ea	105 Calendar Days
4.	2 ea	105 Calendar Days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item Nos.	Quantity	Within Days After the Date of Receipt of a Written Notice of Award

F.3 WBR 1452.212-901 DELIVERY INFORMATION - LOWER COLORADO DAMS  
FACILITIES OFFICE--BUREAU OF RECLAMATION--LOWER COLORADO REGION  
(NOV 1996)

(a) All supplies or equipment required under this contract shall be shipped f.o.b., destination to the following address:

Bureau of Reclamation  
Lower Colorado Dams Facilities Office  
Hoover Dam Warehouse  
U.S. Highway 93  
Boulder City, Nevada

(b) Deliveries will be accepted between 7 a.m. to 4:30 p.m., Pacific Time, Monday through Thursday. Point of contact for delivery information is Edith Tucker or Manuel Montoya, Warehouse Persons, at telephone No. (702) 293-8314.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WBR 1452.242-900 GOVERNMENT ADMINISTRATION PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUL 1998)

The contracting office representative responsible for overall administration of this contract is:

Ms. Sherry Gossett, Contract Specialist (LC-3114)  
 Bureau of Reclamation  
 P.O. Box 61470  
 Boulder City NV 89006-1470  
 Phone No.: (702) 293-8653  
 FAX No.: (702) 293-8499  
 E-mail: [sgossett@lc.usbr.gov](mailto:sgossett@lc.usbr.gov)

G.2 WBR 1452.242-901 CONTRACTOR'S ADMINISTRATION PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUL 1998)

The designated contractor official who will be in charge of overall administration of this contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone No: (    )    - \_\_\_\_\_  
 FAX No.: (    )    - \_\_\_\_\_  
 E-mail: \_\_\_\_\_

G.3 WBR 1452.242-902 CONTRACTOR'S PAYMENT PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone No: (    )    - \_\_\_\_\_  
 FAX No.: (    )    - \_\_\_\_\_  
 E-mail: \_\_\_\_\_

G.4 WBR 1452.201-80 AUTHORITIES AND LIMITATIONS--BUREAU OF RECLAMATION  
(JUL 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d) (1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this

paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

G.5 WBR 1452.243-80 MODIFICATION PROPOSALS -- BUREAU OF RECLAMATION (JUL 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Disputes clause of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION



## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) ALTERNATE I (OCT 1995)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	MATERIAL REQUIREMENTS (OCT 1997)
52.214-26	AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)
52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-26	EQUAL OPPORTUNITY (APR 1984)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
52.223-2	CLEAN AIR AND WATER (APR 1984)
52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
52.225-3	BUY AMERICAN ACT--SUPPLIES (JAN 1994)
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
52.225-21	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM (JAN 1997)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
52.232-17	INTEREST (JUNE 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUN 1997)
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
52.233-1	DISPUTES (OCT 1995) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES--FIXED-PRICE (AUG 1987)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions.

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive Orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. (1) This clause does not apply to the listing of employment openings that occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

#### I.4 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### I.5 1452.203-70 RESTRICTION ON ENDORSEMENTS--DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered

by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.6 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS



SECTION J - LIST OF ATTACHMENTS

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

#### PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS

(This section will be removed from the contract document)

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
\_\_\_\_\_ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN:\_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis.\_\_\_\_\_

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)**

The bidder, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a non-profit organization, or ☐ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

**K.6 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ Does not intend to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, and Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3511.

(2) The small business size standard is 1,000 average employees employed by an offeror in the preceding 12 months.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily



business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### K.8 52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

## K.9 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the equal opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It ☐ has ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)

(a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(b) Excluded End Products:

Line item No.	Country of origin

*(List as necessary)*

(c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

Line item No.	Country of origin

*(List as necessary)*

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

**K.14 WBR 1452.209-900 BIDDER RESPONSIBILITY DATA--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)**

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each bidder shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
(This section will be removed from the contract document)

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)
- 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)
- 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
- 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)
- 52.214-5 SUBMISSION OF BIDS (MAR 1997)
- 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
- 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)
- 52.214-9 FAILURE TO SUBMIT BID (JUL 1995)
- 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)
- 52.214-12 PREPARATION OF BIDS (APR 1984)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF  
FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM  
DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial Item Descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW.  
Washington, DC 20407  
(Tel. 202-619-8925)  
Facsimile 202-619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**L.3 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)**

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

ACRONYM	TITLE	ADDRESS	PHONE/FAX
ANSI	American National Standards Institute	11 West 42nd St. New York NY 10036 Internet: <a href="http://web.ansi.org/">http://web.ansi.org/</a>	212-642-4900 212-302-1286
ASME	American Society of Mechanical Engineers	345 East 47th Street New York NY 10017-2392 Internet: <a href="http://www.asme.org/">http://www.asme.org/</a>	800-843-2763 973-882-1717
ASTM	American Society for Testing and Materials	100 Barr Harbor Drive, West Conshohocken PA 19428-2959 Internet: <a href="http://www.astm.org">http://www.astm.org</a>	610-832-9585 610-832-9555

**L.4 52.233-2 SERVICE OF PROTEST (AUG 1996) DEPARTMENT OF INTERIOR (JUL 1996) (DEVIATION)**

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.6 WBR 1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES--BUREAU OF RECLAMATION (MAR 1993)

(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.



(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

#### L.7 WBR 1452.233-80 AGENCY PROCUREMENT PROTESTS -- BUREAU OF RECLAMATION (SEP 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

SECTION M - EVALUATION FACTORS FOR AWARD  
(This section will be removed from the contract document)

M.1 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

M.2 WBR 1452.225-82 NOTICE OF TRADE AGREEMENTS ACT EVALUATIONS --  
BUREAU OF RECLAMATION (APR 1998)

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, The Trade Agreements Act applies to Bureau of Reclamation acquisitions. Reclamation will evaluate acquisitions at or above the dollar thresholds listed below without regard to the restrictions of the Buy American Act:

(a) Construction (\$7,143,000 or \$6,909,500 if NAFTA country construction materials are being offered);

(b) Supplies or services:

- (1) Mexico (\$53,150);
- (2) Canada (\$186,000);
- (3) Israel (\$186,000); and
- (4) All other designated countries (\$186,000).

M.3 WBR 1452.214-913 AWARD CRITERIA-APPLICATION OF FOREIGN DIFFERENTIAL  
(SUPPLIES)--BUREAU OF RECLAMATION--LOWER COLORADO REGION  
(NOV 1996)

Award will be made, in accordance with the Section L provision entitled, "Contract Award-Sealed Bidding" to the responsible, responsive bidder, whose bid is in compliance with all requirements of this solicitation and whose bid price is the lowest evaluated price after application of the foreign differential stated in the provision entitled 1452.225-901 Comparison of Offers--Application of the Buy American Act, North American Free Trade Agreement Implementation Act, the European Union Sanctions and U.S. Israel Free Trade Area Agreement--Supplies. The determination of responsibility will be made in accordance with the Federal Acquisition Regulation, Subpart 9.1, Responsible Prospective Contractors.